

DEC 21 '07

2-30PM

SURFACE TRANSPORTATION BOARD

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.

20036

(202) 393-2266

FAX (202) 393-2156

E-MAIL: alvordlaw@aol.com

OF COUNSEL
URBAN A. LESTER

December 21, 2007

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Re: Potlatch Corporation

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Assignment and Assumption Agreement, dated as of December 21, 2007, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Full Service Railcar Lease previously filed with the Board under Recordation Number 27282.

The names and addresses of the parties to the enclosed document are:

Seller/ Assignor: Lloyds TSB Equipment Leasing (No. 5) Limited
25 Gresham Street
London EC2V 7HN
United Kingdom

Buyer/Assignee: BBRX Five LLC
885 Second Avenue, 49th Floor
New York, NY 10017

Mr. Vernon A. Williams
December 21, 2007
Page 2

Head Lessee: North America Rail Leasing #2 LLC
(d/b/a Babcock & Brown Rail Leasing)
885 Second Avenue, 49th Floor
New York, NY 10017

A description of the railroad equipment covered by the enclosed document
is:

75 boxcars within the series AOK 120000 - AOK 120108 as more
particularly set forth in the attachment to the document.

A short summary of the document to appear in the index is:

Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$35.00 payable to the order of
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the
undersigned.

Very truly yours,



Robert W. Alvord

RWA/sem
Enclosures

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SURFACE TRANSPORTATION BOARD

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement dated as of December 21, 2007 (this "Agreement"), is between Lloyds TSB Equipment Leasing (No. 5) Limited, a limited liability company organized under the laws of England and Wales (the "Seller"), North America Rail Leasing #2 LLC (the "Head Lessee") and BBRX Five LLC, a Delaware limited liability company (the "Buyer"). Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Purchase Agreement (defined below), which also contains rules of usage that apply to terms defined therein and herein.

RECITALS:

A. The Seller is the owner of the railcars described on Exhibit A hereto (the "Equipment").

B. Concurrently herewith, the Seller and the Buyer have executed and delivered the Purchase Agreement [COMBI I/BBRX Five] dated as of the date hereof (as amended, modified or supplemented, the "Purchase Agreement") in respect of the Equipment.

C. The Purchase Agreement contemplates the execution and delivery of this Agreement by the Seller, the Head Lessee and the Buyer on the date hereof.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. Assignment. Effective as to each item of Equipment from and after the date hereof, pursuant to Section 11 of the Head Lease the Seller directs the Head Lessee to assign, transfer and convey to the Buyer, and each of the Seller and the Head Lessee, respectively, hereby assigns, transfers and conveys to the Buyer all of the Seller's and the Head Lessee's respective rights, title and interest, except as reserved under Section 2.1 of the Purchase Agreement, in and to such item of Equipment and assigns to the Buyer all of the Seller's and the Head Lessee's respective rights and obligations, except to the extent constituting Existing Obligations, under each of the agreements listed on Exhibit A hereto as they relate to the applicable Equipment and all of the other agreements and documents listed in Schedule 1 to the Purchase Agreement (collectively, the "Assigned Operative Agreements").

Notwithstanding the foregoing, each of the Seller, and the Head Lessee and the Buyer shall continue to be entitled to the benefit of any applicable rights to indemnification for tax and other matters which arose or may arise from or be related to any event or circumstance occurring or in existence prior to the date hereof, as specified in the Purchase Agreement.

2. Acceptance of Assignment; Effect of Assignment. The Buyer accepts the assignment contained in Section 1 and agrees to be bound to the same extent as the Seller and the

Head Lessee by all the terms of the Assigned Operative Agreements. Effective on and after the date hereof, after giving effect to the transaction described herein, the Buyer shall be deemed to stand in the place of the Seller for all purposes under the applicable Assigned Operative Agreements and each reference in the Assigned Operative Agreements to the Seller shall be deemed to mean the Buyer.

3. Amendments. No provision of this Agreement may be amended, modified or waived except by written agreement duly executed by each of the parties hereto.

4. Notices. All notices, requests or other communications to or upon any party hereto in connection herewith shall be given in the manner prescribed by Section 9.5 of the Purchase Agreement.

5. Headings. The section headings used in this Agreement are for convenience of reference only and shall not be used or construed to define, interpret, expand or limit any provision hereof.

6. Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

7. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to the conflict of law rules thereof, other than Section 5-1401 of the New York General Obligations Law.

8. Recordation. The Buyer and the Seller agree to record this Agreement with the Surface Transportation Board and with the Registrar General of Canada, if applicable, to evidence the assignment by the Seller to the Buyer of the Seller's rights under the Lease, if and only if the Lease has been recorded with the Surface Transportation Board and/or the Registrar General of Canada, as the case may be.

9. Further Assurances. Each of the parties hereto covenants and agrees that, at any time and from time to time after the date hereof, at the request and expense of the requesting party hereto, it will promptly and duly execute and deliver, or cause to be executed and delivered, to the requesting party all such further instruments and take all such further action as may be reasonably requested by such party to more effectively sell, transfer, assign, and convey each item of Equipment.

10. Binding Agreement. This Agreement shall be binding upon the Seller and the Buyer, their respective successors and permitted assigns, for the use and purposes set forth and referred to herein, effective as of the date hereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Assignment and Assumption Agreement has been duly executed by the parties hereto as of the date first above written.

LLOYDS TSB EQUIPMENT LEASING (NO. 5)
LIMITED, as Seller

By: Richard Barker
Name: RICHARD BARKER Attorney
Title: SOLICITOR

NORTH AMERICA RAIL LEASING #2 LLC, as
Head Lessee

By: _____
Name: _____
Title: _____

BBRX FIVE LLC, as Buyer

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Assignment and Assumption Agreement has been duly executed by the parties hereto as of the date first above written.

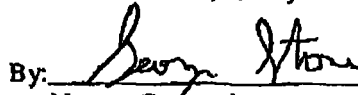
LLOYDS TSB EQUIPMENT LEASING (NO. 5)
LIMITED, as Seller

By: _____
Name:
Title:

NORTH AMERICA RAIL LEASING #2 LLC, as
Head Lessee

By:  _____
Name: Larry Littlefield
Title: Vice President

BBRX FIVE LLC, as Buyer

By:  _____
Name: George Stone
Title: Vice President

State of New York)
County of New York)

On this, the 11th day of December, 2007, before me, a Notary Public in and for said County and State, personally appeared Richard Baker, the attorney of Lloyds TSB Equipment Leasing (No. 5) Limited, who acknowledged himself/~~herself~~ to be a duly authorized officer of Lloyds TSB Equipment Leasing (No. 5) Limited, and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name: Nancy J. Neubaum
Notary Public

My Commission Expires: 04/10/2011

Residing in: New York, NY

NANCY J. NEUBAUER
Notary Public, State of New York
No. 01NE5041602
Qualified in New York County
Commission Expires April 10, 2011

State of New York)

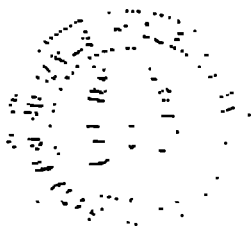
County of New York)

On this, the 11th day of December, 2007, before me, a Notary Public in and for said County and State, personally appeared Larry Littlefield the Vice President of North America Rail Leasing #2 LLC, who acknowledged himself/herself to be a duly authorized officer of North America Rail Leasing #2 LLC, and that, as such officer, being authorized to do so he/she executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name: Clementina Capasso
Notary Public

My Commission Expires: **CLEMENTINA CAPASSO**
NOTARY PUBLIC, STATE OF NEW YORK
No. 01CAB120806
QUALIFIED IN NEW YORK COUNTY
Residing in: **MY COMMISSION EXPIRES DEC. 27, 2008**



State of New York)
County of New York)

On this, the 11th day of December, 2007, before me, a Notary Public in and for said County and State, personally appeared George Stone, the Vice President of BBRX Five LLC, who acknowledged ~~himself~~ himself to be a duly authorized officer of BBRX Five LLC, and that, as such officer, being authorized to do so, ~~he~~ she executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name: Clementina Capasso
Notary Public

My Commission Expires: **CLEMENTINA CAPASSO**
NOTARY PUBLIC, STATE OF NEW YORK
No. 01CA6120808
Residing in: **QUALIFIED IN NEW YORK COUNTY**
MY COMMISSION EXPIRES DEC. 27, 2008



Exhibit A
(to Assignment
and Assumption Agreement)

EQUIPMENT AND LEASES

Lease #	Lessee	# of Units	Year Built/ Manufacturer	Description	Reporting Marks	Casualty Marks
1	NRG	226	29 in 2001 and 197 in 2002 by Johnstown America	J311 – 4,520 CF Aluminum Bethgon Coal Porters	2001 built: NRGX 1002, PSTX 5001-5025, inclusive, 5027-5030 inclusive 2002 built: NRGX 1000 - 1001 inclusive, 1003 - 1017 inclusive, PSTX 8001 - 8250 inclusive	PSTX 5026, 8002, 8004, 8005, 8006, 8010, 8011, 8013, 8014, 8021, 8043, 8044, 8054, 8058, 8063, 8080, 8081, 8084, 8087, 8091, 8099, 8100, 8105, 8115, 8116, 8120, 8121, 8142, 8145, 8146, 8147, 8149, 8156, 8158, 8168, 8173, 8175, 8176, 8187, 8193, 8204, 8211,

Lease #	Lessee	# of Units	Year Built/ Manufacturer	Description	Reporting Marks	Casualty Marks
						8214, 8217, 8220, 8221, 8228, 8236, 8239, 8242, 8245, 8248
2	The CIT Group/Equipment Financing, Inc.	442	2002 by Gunderson	A406 - Standard 50' cushioned underframe plate F Boxcars with 286,000 GRL and 12' plug doors on 50K nailable steel floors	IBT 18400 - 18500 inclusive; 18502 - 18529 inclusive; 18531 - 18604 inclusive; 18606 - 18627 inclusive; 18629 - 18749 inclusive; 18751, 18753 - 18783 inclusive; 18785 - 18803 inclusive; 18805 - 18849 inclusive;	None.
3	BC Rail Partnership	48	2003 by TrentonWorks Limited	73' 0" 110-ton Centerbeam Car Plate C 286,000 lb Gross Rail Load	AOK 21530 - 21579 inclusive	AOK 21551, 21578
4	Union Pacific Railroad Company	384	2002 and 2003 by Gunderson, Inc.	60' 9" Plate F Boxcar, 286,000 lb Gross Rail Load with 15" End of Car Cushioning, Double 8' 0" x 12' 4" Plug Doors	2002 built: UP 354615-354665, inclusive 2003 Built: UP 354666-354999, inclusive	UP 354842

Lease #	Lessee	# of Units	Year Built/ Manufacturer	Description	Reporting Marks	Casualty Marks
5	Potlatch Corporation	75	2003 by Gunderson-Concarril, S.A. de C.V.	AAR Code B617, 60' Plate E Boxcars with double 8' sliding doors, 286,000 GRL	AOK 120000, 120004, 120008 - 120009 inclusive, 120011, 120013 - 120016 inclusive, 120022, 120026 - 120028 inclusive, 120030, 120032 - 120034 inclusive, 120037, 120039, 120047, 120053 - 120055 inclusive, 120058, 120060, 120062, 120064, 120066 - 120070 inclusive, 120074 - 120075 inclusive, 120077 - 120080 inclusive, 120082, 120084 - 120085 inclusive, 120087 - 120088 inclusive, 120090, 120095, 120099 - 120101 inclusive, 120104, 120107 - 120108 inclusive,	

Lease #	Lessee	# of Units	Year Built/ Manufacturer	Description	Reporting Marks	Casualty Marks
					120115, 120117 - 120118 inclusive, 120120 - 120124 inclusive, 120126 - 120127 inclusive, 120129 - 120135 inclusive, 120140, 120142, 120145 - 120149 inclusive.	
6	Consumers Energy Company	451	2004 by Johnstown America	AAR Code J311, 4520 CF aluminum coal Gondola railcars, 286,000 GRL	PSTX 1001-1451, inclusive	None
7	RailTex, Inc.	198	2004 by American Railcar Industries, Inc.	73' riserless deck Centerbeam Flatcars, AAR Car Type Code F483, 286,000 GRL	AOK 29150-29206, AOK 29208-29294 and AOK 29296-29349, inclusive	AOK 29207
8	Wisconsin Electric Power Company	150	1997 by Thrall Car Manufacturing Company	4530 CF aluminum Coal Gondolas, AAR Car Type Code J311, 286,000 GRL	WEPX 2875-3024, inclusive	None
9	Virginia Power Energy Marketing, Inc.	235	1995 by Trinity Industries, Inc.	4074 CF rotary Aluminum Rapid Discharge IV coal cars, 286,000 GRL, AAR car type code K341	COMX 9001-9245, inclusive	COMX 9062, 9090, 9095, 9107, 9108, 9143, 9191, 9199, 9209, 9222
10	Union Pacific Railroad Company #1	103	2004 and 2005 by American Railcar Industries,	5200 CF food grade covered hopper railcars with six (6) 30" round aluminum	CMO 10010, 10017, 10069, 10072, 10075, 10101, 10108, 10109, 10119,	CMO 10223

Lease #	Lessee	# of Units	Year Built/ Manufacturer	Description	Reporting Marks	Casualty Marks
			Inc.	hatches and three (3) stainless steel 30" x 30" gravity pneumatic outlet gates, 286,000 GRL, AAR car type code C314	10171, 10174, 10175, 10178, and 10199-10289, inclusive.	
11	Union Pacific Railroad Company #2	13	2004 by Johnstown America Corporation	Rotary aluminum AutoFlood III™ 4200 CF coal hopper railcars, 286,000 GRL, AAR car type code K341	CHTT 503554-503566, inclusive.	
12	Union Pacific Railroad Company #3	72	2004 by Johnstown America Corporation	Aluminum Outside Stake BethGon® II coal gondola railcars, 4520 CF, 286,000 GRL, AAR car type code J311	CHTT 503481-503553, inclusive.	CHTT 503481

1. Master Net Railcar Lease dated as of November 20, 2006, between Babcock & Brown Rail Leasing Company and NRG Power Marketing Inc.

Schedule No. 01 dated as of November 20, 2006, between North American Rail Leasing # 2 LLC and NRG Power Marketing Inc.

2. Master Railcar Lease dated as of July 25, 2002, between Babcock & Brown Rail Funding LLC and Bombardier Capital Rail Inc.

Schedule No. 01 to Master Railcar Lease dated as of July 25, 2002 between Babcock & Brown Rail Funding LLC and Bombardier Capital Rail Inc.

Keepwell Agreement dated as of July 25, 2002 between Bombardier Capital Rail Inc. and Babcock & Brown Rail Funding LLC.

Guaranty Agreement dated as of July 25, 2002 between Bombardier Capital Rail Inc. and Babcock & Brown Rail Funding LLC.

Head Railcar Lease Assignment and Assumption Agreement dated as of October 2, 2006, between Bombardier Capital Rail Inc. and the CIT Group/Equipment Financing, Inc.

Guaranty Agreement dated as of October 2, 2006, by CIT Group Inc. to North American Rail Leasing #2 LLC.

3. Lease Agreement made as of March 1, 2002, by and between the Seller, as assignee of Greenbrier Leasing Corporation, and BC Rail Partnership.

Schedule No. 3 to Lease Agreement made as of January 1, 2003, between the Seller, as assignee of Greenbrier Leasing Corporation, and BC Rail Partnership.

4. Master Lease Agreement made as of September 30, 2002, by and between the Seller, as assignee of Greenbrier Leasing Corporation, and Union Pacific Railroad Company.

Rider No. 1 to Master Lease Agreement dated as of September 30, 2002, by and between the Seller, as assignee of Greenbrier Leasing Corporation, and Union Pacific Railroad Company, to the extent the same relates to the Equipment described in Schedule 2 hereof.

Amendment No. 1 to Lease Rider No. 1 entered into effective on February 25, 2003, by and between the Seller, as assignee of Greenbrier Leasing Corporation, and Union Pacific Railroad Company, to the extent the same relates to the Equipment described in Schedule 2 hereof.

5. Master Full Service Railcar Lease dated as of April 19, 2007, and effective as of March 30, 2007, between Babcock & Brown Rail Leasing Company and Potlatch Forest Products Corporation.

Schedule No. 01 dated as of April 19, 2007, and effective as of March 30, 2007, between Babcock & Brown Rail Leasing Company and Potlatch Forest Products Corporation.

6. Railroad Equipment Lease entered into as of March 23, 2004, by and between the Seller (as assignee of The David J. Joseph Company) and Consumers Energy Company.
7. Lease Agreement made as of April 1, 2004, by and between the Seller (as assignee of Greenbrier Leasing Corporation) and RailTex, Inc.

Schedule No. 1 to Lease Agreement made as of April 1, 2004, by and between the Seller (as assignee of Greenbrier Leasing Corporation) and RailTex, Inc.

8. Master Net Railcar Lease made as of July 24, 1997, by and between the Seller (as assignee of The CIT Group/Equipment Financing, Inc.) and Wisconsin Electric Power Company.

Schedule No. 01 to Master Net Railcar Lease made as of July 24, 1997, by and between the Seller (as assignee of The CIT Group/Equipment Financing, Inc.) and Wisconsin Electric Power Company.

Extension to Lease entered into as of July 28, 2000, by and between the Seller (as assignee of The CIT Group/Equipment Financing, Inc.) and Wisconsin Electric Power Company, for the period September 1, 2000 through August 31, 2003.

Extension to Lease Schedule No. 01 entered into as of September 15, 2003, effective as of September 1, 2003, by and between the Seller (as assignee of The CIT Group/Equipment Financing, Inc.) and Wisconsin Electric Power Company.

Letter Agreement dated October 6, 2004, effective from April 2003, between the Seller (as assignee of The CIT Group/Equipment Financing, Inc.) and Wisconsin Electric Power Company with respect to the replacement of bolsters on the Equipment subject to Lease No. 3.

9. Lease Agreement No. 1519-01 dated May 22, 1998, by and between NBB North America Co., Ltd. (as assignee of General Electric Railcar Services Corporation) and Exelon Generation Company, LLC (as assignee of Commonwealth Edison Company).

Rider No. 1 forming part of Lease Agreement No. 1519-01 dated April 25, 1995, by and between NBB North America Co., Ltd. (as assignee of General Electric Railcar Services Corporation) and Exelon Generation Company, LLC (as assignee of Commonwealth Edison Company).

Assignment and Assumption Agreement dated June 26, 2000 between General Electric Railcar Services Corporation and NBB North America Co., Ltd.

Consent to Assignment and Assumption by NBB North America Co., Ltd. and Confirmation of Assumption by Exelon Generation Company, LLC dated October 30, 2001.

Assignment, Assumption Consent and Contract Amendment Agreement dated as of October 23, 2007, is by and between Virginia Power Energy Marketing Inc, Exelon Generation Company LLC and North American Rail Leasing # 2.

Guaranty dated as of October 23, 2007 by Dominion Resources, Inc. in favor of North American Rail Leasing #2 (d/b/a Babcock & Brown Rail Leasing).

10. Master Lease Agreement dated as of August 6, 2004, by and between Babcock & Brown Rail Funding LLC and Union Pacific Railroad Company.

Amended and Restated Rider No. 04 to Master Lease Agreement, dated as of December 15, 2004 and effective as of November 11, 2004, by and between Babcock & Brown Rail Funding LLC and Union Pacific Railroad Company.

Amended and Restated Rider No. 03 to Master Lease Agreement, dated as of December 15, 2004 and effective as of November 11, 2004, by and between Babcock & Brown Rail Funding LLC and Union Pacific Railroad Company, only as it relates to the railcars bearing recording marks CMO 10010, 10017, 10069, 10072, 10075, 10101, 10108, 10109, 10119, 10171, 10174, 10175, 10178 and 10199.

Amended and Restated Memorandum of Master Lease Agreement dated August 6, 2004 and Amended and Restated Rider No. 04 thereto effective as of November 11, 2004, dated as of December 15, 2004 and effective as of November 11, 2004, by and between Babcock & Brown Rail Funding LLC and Union Pacific Railroad Company.

11. Master Lease Agreement dated as of August 6, 2004, by and between Babcock & Brown Rail Funding LLC and Union Pacific Railroad Company.

Rider No. 01 to Master Lease Agreement, dated as of August 6, 2004, by and between Babcock & Brown Rail Funding LLC and Union Pacific Railroad Company.

12. Master Lease Agreement dated as of August 6, 2004, by and between Babcock & Brown Rail Funding LLC and Union Pacific Railroad Company.

Rider No. 02 to Master Lease Agreement, dated as of August 6, 2004, by and between Babcock & Brown Rail Funding LLC and Union Pacific Railroad Company.

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: _____

12/21/07



Robert W. Alvord